

CIVIL COURT OF THE CITY OF NEW YORK
COUNTY OF NEW YORK 9-25-2009 - SCANNED

-----X
VNO LF 50 West 57th Street LLC

Index No. L&T 76997/2009

Petitioner (Landlord),

- against -

STIPULATION OF SETTLEMENT

Joanna, Sasha & Friends Food Service, Inc.
a/k/a Mangia
50 West 57th Street
Portions of Basement, Ground Floor and
Second/Mezzanine floor as shown on Exhibit A
annexed to the petition
New York, New York 10019

Respondent (Tenants)
-----X

IT IS HEREBY STIPULATED by and between the parties as follows:

1. Respondent – Tenant Joanna, Sasha & Friends Food Service, Inc. ("Tenant"), hereby acknowledges that it is indebted to Petitioner-Landlord, VNO LF 50 West 57th Street LLC ("Landlord"), in the aggregate amount of Three Hundred Twenty-Nine Thousand, Five Hundred Eighty Two Dollars and Sixty-Seven Cents (\$329,582.67) (the "Arrears"); representing fixed rent and additional rent due and owing to Landlord for the period through and including September 1, 2009, all as set forth on Exhibit A hereto, pursuant to the terms and conditions of the Lease (as said term is defined in the Petition) for premises at 50 West 57th Street, portions of basement, ground floor and second/mezzanine floor as shown on Exhibit A annexed to the Petition, New York, New York (the "Demised Premises").

2. Tenant hereby agrees to pay the Arrears as provided in Paragraph 4 hereof, and consents to the entry of a money judgment, jointly and severally, in the amount of the Arrears (less credit for any payments made on the Arrears) upon Landlord's submission to the Court of an affidavit of non-payment ex parte, if Tenant fails to pay the Arrears on the dates required in Paragraph 4 hereof.

3. Tenant hereby consents to the entry of a final judgment of possession. Final judgment of possession is hereby granted in favor of Landlord and against Tenant for the Demised Premises: 50 West 57th Street, portions of basement, ground floor and second/mezzanine floor, as shown on Exhibit A annexed to the Petition, New York, New York. The warrant shall be issued forthwith; execution on the warrant is stayed provided Tenant complies with the terms and conditions of Paragraph 4 hereof.

4. The Arrears shall be paid by Tenant to Landlord by delivering to Landlord the following sums, time being of the essence as to each payment due hereunder: (i) On or before September 21, 2009 the sum of \$48,000.00; (ii) on or before October 5, 2009 the sum of \$47,000.00; (iii) on or before the 5th day of November, 2009 the sum of \$48,070.99; and (iv) on or before the 5th day of December 2009 and continuing on or before the 5th day of each and every month thereafter through November 5, 2010, the sum of \$ 15,542.64 each and every such month. Subject to Landlord's allocation and re-allocation rights in paragraph 6 of this Stipulation, it is agreed by the parties that any payments made by Tenant and applied by Landlord to the Arrears shall first be applied to pay down all water and sewer charges shown on Exhibit A hereto prior to being applied to pay down any base rent or other charges shown on Exhibit A hereto.

In addition, Tenant shall timely pay to Landlord, by delivering to Landlord all base/fixed/minimum rent (including any cost of living adjustments thereon) which becomes due at any time on and after October 1, 2009; and all additional rent which becomes due at any time on and after September 2, 2009, as and when required under the terms of the Lease, time being of the essence as to each such payment, until such time as the Arrears have been paid in full.

If any checks tendered to Landlord pursuant to this Stipulation are returned for insufficient funds or other reason not caused by Landlord, then all further payments shall be by official bank or certified check until all required payments under this Stipulation shall have been made.

5. In the event Tenant shall fail to timely make payment of the Arrears (or any portion thereof) or any rent or additional rent due and owing under the Lease, then, in addition to any and all other rights available to Landlord under the Lease, at law and in equity, (i) the remaining balance of the Arrears payable by Tenant to Landlord under Paragraph 4 hereof shall become immediately due and payable to Landlord; and (ii) Landlord may obtain a money judgment for the Arrears (with a credit for payments made thereon) upon submission of an ex parte affidavit, as set forth in Paragraph 2 hereof; and (iii) Landlord shall be permitted to execute upon the money judgment and the warrant of eviction; unless Tenant's default under Paragraph 4 is cured within three (3) business days after notice by Landlord to Tenant, sent by facsimile transmission to Tenant's counsel at the fax number listed below. Any notice hereunder may be signed and/or served by the parties or their counsel.

6. Until such time as the Arrears have been paid in full, Landlord may allocate any payment by Tenant, notwithstanding any designation by Tenant to the contrary, to the Arrears or to any other sums then due and owing under the Lease or under this Stipulation (including but not limited to the sum due for attorneys fees pursuant to paragraph 7 hereof) in Landlord's sole and absolute discretion. Landlord may allocate or re-allocate any payments retroactively; Tenant shall have no right to designate the allocation of any payment and any purported designation by Tenant shall be of no force or effect.

7. Notwithstanding anything to the contrary contained herein, if Tenant defaults hereunder and fails to timely cure such default after notice, or if Tenant should apply to this Court at any time to stay execution of the warrant, Tenant hereby acknowledges that Landlord shall be entitled to recover (A) interest on any item of rent or additional rent or the Arrears which was not timely paid under the Lease or this stipulation of settlement; and (B) attorneys' fees and disbursements incurred by Landlord in connection with this proceeding, including enforcing the stipulation of settlement, which are stipulated to be in the amount of \$10,000.

8. Tenant hereby appears in this proceeding, acknowledges that this Court has personal jurisdiction over Tenant and hereby admits the allegations of the Petition and waives any and all defenses to this proceeding. Tenant waives the right to appeal and agrees that it shall not make any application, by order to show cause or otherwise, to this Court or any other court to vacate this stipulation of settlement. Tenant agrees that it shall not make any application, by order to show cause or otherwise, to this Court or any other court to stay or delay issuance of the warrant of eviction; or to stay or delay execution (on more than one occasion) of the warrant of eviction.

9. The parties agree to execute any and all other documents reasonably requested in order to effectuate the purposes of this stipulation of settlement.

10. Provided Tenant timely pays the Arrears and the rent and additional rent due under the Lease until such time as the Arrears have been paid in full, then this proceeding shall be discontinued.

11. This stipulation of settlement may be signed by a Judicial Hearing Officer with the same force and effect as if signed by a Justice of this Court; and may be submitted to the Court, by Petitioner's counsel ex parte without an appearance by Tenant or its counsel below. This Stipulation may be delivered to the Clerk by petitioner's counsel for submission to and approval by the Part 52 Judge at any time prior to the current adjourned trial date of October 13, 2009.

12. This stipulation may be signed in counterparts and photocopied signatures of any party or counsel shall be as valid as if executed in original.

13. Sasha Muniak, the president of the Tenant, by signing individually below, hereby ratifies, confirms, and reaffirms, in favor of the Landlord VNO LF 50 West 57th Street LLC, his Guaranty executed on October 6, 1992 and Confirmation of Guaranty executed on September 21, 1995, each respecting the Lease, and hereby guarantees to Landlord payment of the Arrears set forth

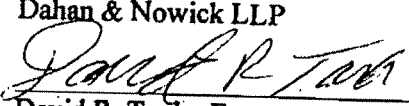
in this Stipulation.

Dated: New York, New York
September 16, 2009


09-25-2009- SCANNED

Dahan & Nowick LLP

By:

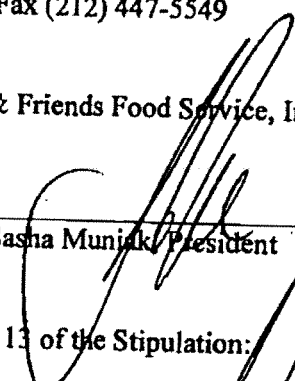

David R. Taxin, Esq.
Attorney for Petitioner
VNO LF 50 West 57th Street LLC
1700 Broadway, 14th Floor
New York, New York 10019
(212) 753-0300
Fax (212) 753-0375

Agins, Siegel, Reiner & Bouklas, LLP

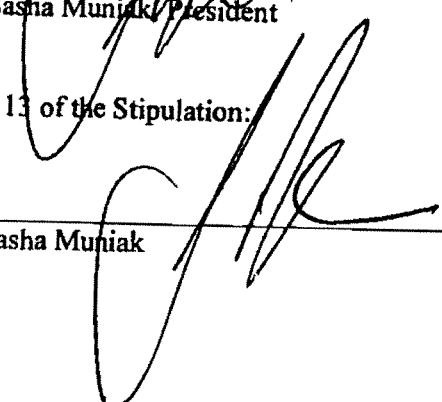

Richard H. Del Valle, Esq.
Attorneys for Respondent
Joanna, Sasha & Friends Food Service, Inc
386 Park Avenue South
New York, New York 10016
(212) 447-5599
Fax (212) 447-5549

Joanna, Sasha & Friends Food Service, Inc. d/b/a Mangia

By:


Sasha Muniak, President

As to Paragraph 13 of the Stipulation:


Sasha Muniak

SO ORDERED:

J.C.C.

VORNADO REALTY TRUST
210 ROUTE 4 EAST
PARAMUS, NJ 07652

PAGE 1 OF 1

REFLECTS PAYMENTS PROCESSED THROUGH 08/24/09

AMOUNT DUE	PART/SPACE	DATE DUE
58,593.85	50/01008	09/01/09

25-2009-

SCANNED

04/04/08	77567 MISCELLANEO	86.60
04/04/08	77567 SALES TAX P	7.25
07/01/09	167296 BASE RENT	19,500.00
08/01/09	175275 BASE RENT	19,500.00
09/01/09	SEPTEMBER 2009 RENT	19,500.00

50/01008
MANGIA
50 WEST 57TH STREET
NEW YORK, NY 10019

TOTAL DUE 58,593.85

please return with payment

PLEASE MAKE CHECK PAYABLE TO
VNO LP 50 WEST 57TH STREET LLC

58,593.85

50/01008

MANGIA

VNO LP 50 WEST 57TH ST LLC
PO BOX 21097A
NEW YORK, NY 10286-1097

PLEASE (✓) EACH ITEM YOU HAVE PAID

04/04/08	77567 MISCELLANEO	86.60	()
04/04/08	77567 SALES TAX P	7.25	()
07/01/09	167296 BASE RENT	19,500.00	()
08/01/09	175275 BASE RENT	19,500.00	()
09/01/09	SEPTEMBER 2009 RENT	19,500.00	()

TOTAL DUE 58,593.85

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VORNADO REALTY TRUST
210 ROUTE 4 EAST
PARAMUS, NJ 07652

08-25-2009- SCANNED

PAGE 1 OF 3

REFLECTS PAYMENTS PROCESSED THROUGH 08/24/09

AMOUNT DUE	APT / SPACE	DATE DUE
270,988.82	50/0100A	09/01/09

50/0100A
MANGIA
50 WEST 57TH STREET
NEW YORK, NY 10019

09/10/08	32706	TT-WATER&SE	6,701.54
09/10/08	32707	TT-WATER&SE	18,439.58
09/10/08	62306	TT-WATER&SE	12,192.99
09/10/08	62607	TT-WATER&SE	12,875.04
09/10/08	62708	TT-WATER&SE	16,012.80
09/10/08	122906	TT-WATER&SE	17,961.41
04/15/09	32708	TT-WATER&SE	16,300.55
04/15/09	32709	TT-WATER&SE	9,260.51
04/15/09	92506	TT-WATER&SE	20,159.67

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please return with payment

PLEASE MAKE CHECK PAYABLE TO
VND LF 50 WEST 57TH STREET LLC

FOR [REDACTED] 50/0100A

MANGIA

VND LF 50 WEST 57TH ST LLC
P.O. BOX 21097A
NEW YORK, NY 10286-1097

PLEASE (✓) EACH ITEM YOU HAVE PAID

09/10/08	32706	TT-WATER&SE	6,701.54	()
09/10/08	32707	TT-WATER&SE	18,439.58	()
09/10/08	62306	TT-WATER&SE	12,192.99	()
09/10/08	62607	TT-WATER&SE	12,875.04	()
09/10/08	62708	TT-WATER&SE	16,012.80	()
09/10/08	122906	TT-WATER&SE	17,961.41	()
04/15/09	32708	TT-WATER&SE	16,300.55	()
04/15/09	32709	TT-WATER&SE	9,260.51	()
04/15/09	92506	TT-WATER&SE	20,159.67	()

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VORNADO REALTY TRUST
210 ROUTE 4 EAST
PARAMUS, NJ 07652

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08-25-2008 - SCANNED

REFLECTS PAYMENTS PROCESSED THROUGH 08/24/09

AMOUNT DUE	APT / SPACE	DATE DUE
270,988.82	50/0100A	09/01/09

50/0100A
MANGIA
50 WEST 57TH STREET
NEW YORK, NY 10019

04/15/09	92608	TT-WATER&SE	16,133.80
04/15/09	122107	TT-WATER&SE	17,153.33
04/15/09	122908	TT-WATER&SE	12,604.95
07/01/09	167295	BASE RENT	20,833.33
07/01/09	167295	CPI RENT IN	7,325.71
07/01/09	167295	TT-WATER&SE	157.94
07/13/09	61709	TT-WATER&SE	10,241.71
08/01/09	175274	BASE RENT	20,833.33
08/01/09	175274	CPI RENT IN	7,325.71

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please return with payment

PLEASE MAKE CHECK PAYABLE TO
VORNADO REALTY TRUST, LLC

FOR [REDACTED] 50/0100A
MANGIA

VORNADO REALTY TRUST, LLC
P.O. BOX 21097A
NEW YORK, NY 10286-1097

PLEASE (✓) EACH ITEM YOU HAVE PAID

04/15/09	92608	TT-WATER&SE	16,133.80	()
04/15/09	122107	TT-WATER&SE	17,153.33	()
04/15/09	122908	TT-WATER&SE	12,604.95	()
07/01/09	167295	BASE RENT	20,833.33	()
07/01/09	167295	CPI RENT IN	7,325.71	()
07/01/09	167295	TT-WATER&SE	157.94	()
07/13/09	61709	TT-WATER&SE	10,241.71	()
08/01/09	175274	BASE RENT	20,833.33	()
08/01/09	175274	CPI RENT IN	7,325.71	()

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VORNADO REALTY TRUST
210 ROUTE 4 EAST
PARAMUS, NJ 07652

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PAGE 3 OF 3

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AMOUNT DUE	APT / SPACE	DATE DUE
270,988.82	50/0100A	09/01/09

08/01/09 175274 TT-WATER&SE	157.94
09/01/09 SEPTEMBER 2009 RENT	20,833.33
09/01/09 CPI INCREASE	7,325.71
09/01/09 WATER	157.94

50/0100A
MANGIA
50 WEST 57TH STREET
NEW YORK, NY 10019

TOTAL DUE 270,988.82

please return with payment

PLEASE MAKE CHECK PAYABLE TO
VNO LFA 50 WEST 57TH STREET LLC

FOR 270,988.82

MANGIA

VNO LFA 50 WEST 57TH ST LLC
P.O. BOX 21097A
NEW YORK, NY 10286-1097

PLEASE (✓) EACH ITEM YOU HAVE PAID

08/01/09 175274 TT-WATER&SE	157.94	()
09/01/09 SEPTEMBER 2009 RENT	20,833.33	()
09/01/09 CPI INCREASE	7,325.71	()
09/01/09 WATER	157.94	()

TOTAL DUE 270,988.82

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